

APPENDIX 8

AFFILIATION AGREEMENT BETWEEN

AMERICAN UNIVERSITY OF THE CARIBBEAN N.V.
St. Maarten Campus, #1 University Drive at Jordan Road, St. Maarten, N. A.

and

CARITAS HEALTHCARE PLANNING, INC.
374 Stockholm Street, Brooklyn New York, 11237

The American University of the Caribbean, N.V. (the "University"), which operates a medical school chartered St. Maarten, Netherlands Antilles, and Caritas Healthcare Planning Inc., which operates Mary Immaculate Hospital and Saint John's Queens Hospital in New York ("Caritas" or "the Hospitals"), (collectively "the Parties"), hereby agree to conduct structured core, required and elective clinical clerkships for the University's medical students at the Hospitals according to the terms and conditions set out below.

SECTION I

BOTH PARTIES AGREE:


1. That this agreement will commence 1 January 2007 and will continue until 31 December 2009. It may be earlier terminated by either party only for a material breach of this agreement remaining unremedied for thirty days after notice of such breach, and intention to terminate this agreement has been given to the other party in writing. In event of such termination, the students who have commenced clerkships at the Hospitals will be allowed to complete their scheduled clerkships.
2. The Hospitals acknowledge that they have received and reviewed the University's Clinical Curriculum Guide (incorporated into this agreement by reference), and agree to provide clinical medical education consistent with thereto as a minimum standard.
3. After considering the number of qualified University medical students, the number of clinical faculty in various disciplines at the Hospitals, the availability of relevant patient populations, and the total number of clerkships to be apportioned between the medical schools affiliated with the Hospitals, the parties have agreed that the maximum number of students scheduled to core rotations at any one time will not exceed 75, and the maximum number of students scheduled to elective rotations at any one time will not exceed 30.
4. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

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Affiliation Agreement

SECTION II

THE HOSPITALS AGREE:

1. To appoint a professionally and personally qualified physician with hospital privileges for the position of the Site Director to oversee the conduct of clerkships for the University's students at each of the Hospitals.
2. To appoint a professionally and personally qualified physician with hospital privileges for the position of Clerkship Director for each core clerkship offered to the University's students at each Hospital. A Clerkship Director may also be appointed as a Site Director.
3. To permit students of the University appropriate access to patients in the Hospitals while they are formally enrolled in clerkships.
4. To provide appropriate clinical supervision and training of University students, including their performance of relevant clinical procedures, while taking core clerkships in Internal Medicine, Surgery, Obstetrics & Gynecology, and Psychiatry, as well as the ~~required~~ clerkships of Family Medicine and ~~Neurology~~ ^{other} and elective rotations at the Hospitals. A comprehensive list of each core, ~~required~~ and elective clerkship available at the date of this agreement, and the length thereof, is attached hereto as Appendix "A". The parties may agree to add or delete elective clerkships from this list from time to time in writing during the term of this agreement. 
5. To inform the appropriate officials of the University, in a timely and confidential matter, of any substantially inappropriate behavior on the part of any student, which may indicate the need for sustained counseling or correction.
6. To provide students with appropriate and timely counsel/feedback/notification, approximately every three weeks, concerning performance and behavior in relation to their assigned rotation.
7. To submit, in a timely and appropriate manner, a written Clinical Evaluation on each student at the completion of clerkships, which shall be delivered to the University within six weeks of completion of the clerkship.
8. To provide to the University accurate and contemporary data. Documentation will include; 1) patient census (i.e. average daily census) for each course area of clinical instruction, 2) current affiliations with LCME accredited institutions and/or ACGME accredited residency programs at the hospital and 3) significant changes in these relationships as they occur.
9. To make available the following health services to the University's students while they are assigned to clerkships at the Hospitals - provided that the usual fees and costs for such services shall be charged to the students:

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Page 2

Affiliation Agreement

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- medical referrals through the Hospitals' Health Services;
 - emergency services provided by the Emergency Department; and
 - basic health services as required by regulatory agencies from time to time.
10. To provide the following support services to the University's students while they are assigned to clerkships at the Hospitals:
- housing referrals, if available;
 - computer access, if available;
 - medical library access, if available; and
 - in-house accommodations for on-call personnel, including call rooms, shared lockers as available, dietary, uniform and linen services.

SECTION III

THE UNIVERSITY AGREES:

1. With the advice and counsel of the Hospitals, to confer a faculty academic appointment upon the Site Directors and Clerkship Directors, as appropriate. This appointment shall be at least an adjunct clinical appointment at the University.
2. In a timely manner, to inform the Hospitals of any substantive changes in its Clinical Curriculum Guide.
3. To appoint for clinical clerkships only those students who have satisfied all academic requirements of the pre-clinical sciences and who are qualified to begin their junior clerkship experiences.
4. To state as policy that the Site Directors have the authority to immediately suspend any student of the University, whose behavior is sufficiently inappropriate to warrant this action. The Site Directors must follow procedural due process as notified by University from time to time, and immediately inform the Office of Clinical Student Affairs of the University of any action, documenting all details leading to the decision.
5. To provide appropriate malpractice coverage and confirmation of health insurance for all students of the University while they are formally enrolled in clerkships at the hospital.
6. To pay the Hospitals a fee per student per week, which shall be mutually agreed upon in writing between the parties from time to time. Payments will be processed and distributed timely upon receipt by the University of a completed Student Evaluation at the end of each rotation and receipt of quarterly billings issued by the Hospitals.

THIS AGREEMENT IS SIGNED AND DATED AS FOLLOWS:

Harold McDonald
Harold McDonald, Chief Administrative Officer

Dec 1, 2006
Date

N. Mandava
NEAL MANDAVA, M.D., Chief Medical Officer

12-1-06
Date

PAUL T. SCHNATZ, M.D., Chief Academic Officer

Date _____

YIFE TIEN, Chief Executive Officer

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Affiliation Agreement

THIS AGREEMENT IS SIGNED AND DATED AS FOLLOWS:

On behalf of CARITAS HEALTHCARE PLANNING INC.:

Harold McDonald, Chief Administrative Officer

Date

NEAL MANDEVA, M.D., Chief Medical Officer

Date

On behalf of the AMERICAN UNIVERSITY OF THE CARIBBEAN, N.V.:



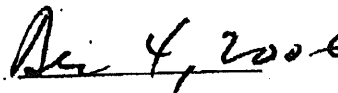
PAUL T. SCHNATZ, M.D., Chief Academic Officer



Date



YIFEI TIEN, Chief Executive Officer



Date

APPENDIX "A"

**LIST OF CLERKSHIPS AVAILABLE
THEIR LENGTH IN WEEKS AND
THE ACGME ACCREDITATION NUMBER**

Core Clerkships:

- Internal Medicine (12) #140-35-22-267
- Surgery (12) #440-35-21-124
- Ob/Gyn (6) #220-35-21-183
- Psychiatry (6) #400-35-12-139 (Mary Immaculate Hospital only)

~~Required Clerkships:~~

- Family Medicine (4-6) #120-35-21-420
- ~~Neurology (4) #120-35-11-078~~

Elective Clerkships:

- Subspecialties in Core Areas, as available (4)
- Infectious disease (4) #146-35-22-041
- Geriatric Medicine (4) #151-35-31-124
- Ophthalmology (4) #240-35-21-098
- Orthopedic Surgery (4) #260-35-21-124
- Pulmonary disease (4) #149-35-22-047
- Cardiovascular (4) #141-35-11-033